

# Union Pacific Corporation



RECORDATION NO

8470-F  
FILED M25

SEP 9 1991 -11 00 AM

Jack E. Jerrett  
Senior Corporate Attorney

September 8, 1991 INTERSTATE COMMERCE COMMISSION

## FEDERAL EXPRESS

1-252A006

Mr. Sidney L. Strickland  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, DC 20423

Re: Union Pacific Equipment Trust No. 5 of 1976

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of September 3, 1991, by The Chase Manhattan Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 8470.

I have enclosed a fee of \$15. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

*Jack E. Jerrett*

JEJ:ccm  
Enclosures

cc: Robert E. Bartos

SEP 9 10 57 AM '91  
PHOTOGRAPHING UNIT

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/9/91

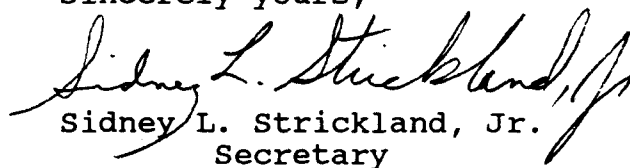
OFFICE OF THE SECRETARY

Jack E. Jerrett  
Senior Corporate Attorney  
Union Pacific Corporation  
Martin Tower  
Eighth and Eaton Avenues  
Bethlehem, PA. 18018

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/9/91 at 11:00AM, and assigned recordation number(s). 8470-F.

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

BILL OF SALE  
AND  
DECLARATION OF PAYMENT SEP 9 1991 -11 00 AM  
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8470-F FILED 1425

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and The Chase Manhattan Bank (National Association), a national banking association, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of September 1, 1976, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on September 10, 1976 and assigned Recordation No. 8470; a First Supplemental Agreement, dated as of January 1, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on February 8, 1980 and assigned Recordation No. 8470-A; a Second Supplemental Agreement, dated as of April 30, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 11, 1982 and assigned Recordation No. 8470-B; a Third Supplemental Agreement, amending such Equipment Trust Agreement, dated as of June 1, 1983, which was filed and recorded pursuant to Section 11303 on June 2, 1983 and assigned Recordation No. 8470-C; a Fourth Supplemental Agreement, dated as of March 16, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 3, 1989 and assigned Recordation No. 8470-D; and a Fifth Supplemental Agreement, dated as of June 12, 1989, amending such Equipment Trust

Agreement, which was filed and recorded pursuant to Section 11303 on June 21, 1989 and assigned Recordation No. 8470-E (the Equipment Trust Agreement, as amended by such Supplemental Agreements, being hereinafter referred to as the "Agreement") covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$19,500,000 aggregate principal amount of Union Pacific Equipment Trust No. 5 of 1976 Equipment Trust Certificates; and

WHEREAS, on September 3, 1991, the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all of the terms and conditions stipulated in the Agreement have been fully performed and all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or

implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not suffered a Casualty Occurrence (as defined in the Agreement).

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 3RD day of SEPTEMBER, 1991.

THE CHASE MANHATTAN BANK  
(National Association),  
As Trustee

By: \_\_\_\_\_

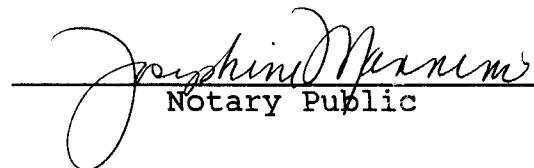
Second Vice President

Attest:

\_\_\_\_\_  
Kathleen Perry

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF NEW YORK                )

On this 3rd day of SEPTEMBER, 1991, before me personally appeared JANICE IOLVE, to me personally known, who being by me duly sworn, said that he or she is a Second Vice President of The Chase Manhattan Bank (National Association), the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

  
Notary Public

JOSEPHINE MANNINO  
Notary Public, State of New York  
No. 4070089  
Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires March 18, 1993

Schedule A

UNION PACIFIC RAILROAD COMPANY  
EQUIPMENT TRUST AGREEMENT DATED SEPTEMBER 1, 1976  
DESCRIPTION OF EQUIPMENT AS OF JULY 31, 1991  
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100 TON 4750 CU. FT. COVERED HOPPER CARS  
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UP76150--UP76182, INCLUSIVE  
UP76184--UP76211, INCLUSIVE  
UP76213  
UP76215--UP76221, INCLUSIVE  
UP76223--UP76225, INCLUSIVE  
UP76227--UP76233, INCLUSIVE  
UP76235--UP76247, INCLUSIVE  
UP76249--UP76252, INCLUSIVE  
UP76254--UP76257, INCLUSIVE  
UP76259--UP76265, INCLUSIVE  
UP76277--UP76284, INCLUSIVE  
UP76286--UP76288, INCLUSIVE  
UP76290  
UP76292--UP76307, INCLUSIVE  
UP76309--UP76313, INCLUSIVE  
UP76315--UP76333, INCLUSIVE  
UP76335--UP76369, INCLUSIVE  
UP76371--UP76375, INCLUSIVE  
UP76377--UP76378, INCLUSIVE  
UP76380--UP76381, INCLUSIVE  
UP76383--UP76400, INCLUSIVE  
UP76402--UP76404, INCLUSIVE  
UP76406--UP76416, INCLUSIVE  
UP76418--UP76432, INCLUSIVE  
UP76434--UP76451, INCLUSIVE  
UP76453--UP76479, INCLUSIVE  
UP76482--UP76485, INCLUSIVE  
UP76488--UP76491, INCLUSIVE  
UP76493--UP76494, INCLUSIVE  
UP76496--UP76498, INCLUSIVE  
UP76500--UP76511, INCLUSIVE  
UP76513  
UP76515--UP76526, INCLUSIVE  
UP76528--UP76534, INCLUSIVE  
UP76536--UP76540, INCLUSIVE  
UP76542--UP76545, INCLUSIVE  
UP76547--UP76550, INCLUSIVE  
UP76552--UP76557, INCLUSIVE  
UP76559--UP76571, INCLUSIVE  
UP76573--UP76578, INCLUSIVE  
UP76580--UP76582, INCLUSIVE  
UP76584  
UP76586--UP76598, INCLUSIVE  
UP76600--UP76619, INCLUSIVE  
UP76621--UP76623, INCLUSIVE

UP76625--UP76632, INCLUSIVE  
UP76634--UP76637, INCLUSIVE  
UP76639--UP76651, INCLUSIVE  
UP76653--UP76654, INCLUSIVE  
UP76656--UP76659, INCLUSIVE  
UP76661--UP76662, INCLUSIVE  
UP76665--UP76667, INCLUSIVE  
UP76671--UP76682, INCLUSIVE  
UP76684--UP76686, INCLUSIVE  
UP76688--UP76696, INCLUSIVE  
UP76698--UP76702, INCLUSIVE  
UP76704--UP76713, INCLUSIVE  
UP76715--UP76723, INCLUSIVE  
UP76725  
UP76727--UP76739, INCLUSIVE  
UP76741--UP76754, INCLUSIVE  
UP76756--UP76757, INCLUSIVE  
UP76759--UP76774, INCLUSIVE  
UP76777--UP76779, INCLUSIVE  
UP76781--UP76795, INCLUSIVE  
UP76798--UP76830, INCLUSIVE  
UP76832--UP76836, INCLUSIVE  
UP76838  
UP76840--UP76872, INCLUSIVE  
UP76874  
UP76876--UP76877, INCLUSIVE  
UP76879--UP76880, INCLUSIVE  
UP76882--UP76888, INCLUSIVE  
UP76891--UP76903, INCLUSIVE  
UP76905--UP76911, INCLUSIVE  
UP76913--UP76918, INCLUSIVE  
UP76921--UP76933, INCLUSIVE  
UP76935  
UP76937--UP76940, INCLUSIVE  
UP76942--UP76946, INCLUSIVE  
UP76948  
UP76950--UP76959, INCLUSIVE  
UP76962--UP76969, INCLUSIVE  
UP76981--UP76982, INCLUSIVE  
UP76984--UP76994, INCLUSIVE  
UP76996--UP76998, INCLUSIVE  
UP77000--UP77007, INCLUSIVE  
UP77009--UP77014, INCLUSIVE



100 TON 3625 CU. FT. OPEN TOP HOPPER CARS

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UP44773--UP44779, INCLUSIVE  
UP44781--UP44783, INCLUSIVE

100 TON 4600 CU. FT. COVERED HOPPER CARS

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UP79074--UP79078, INCLUSIVE  
UP79080  
UP220129

100 TON 3625 CU. FT. OPEN TOP HOPPER CARS

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UP40533--UP40540, INCLUSIVE

FULLY ENCLOSED BILEVEL AUTORACKS

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MK8041--MK8050, INCLUSIVE